



03-20-06

1/11/06

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Docket No.:	Applicant	Application No.	Filing Date	Patent No.	Issued
INWO0050	Interwoven	08/711,065	09/09/1996	5,845,067	12/1/1998
INWO0050C	Interwoven	09/201,328	11/30/1998	6,675,299	1/6/2004
INWO0053	Interwoven	10/716,944	11/18/2003	N/A	N/A

16 March 2006

United States Patent and Trademarks
P O Box 1450
Alexandria, VA 22313-1450

REQUEST TO CORRECT POWER OF ATTORNEY

The Applicant requests that the Power of Attorney for the above-referenced applications be corrected. On 19 February 2004, Applicant submitted a request to the Office to grant the Glenn Patent Group the Power of Attorney.


Copies of the following are enclosed:

- Copy of the PTO date stamped Return Postcard, confirming receipt of all documents filed on 2/19/2004
- Copies of the documents as filed on 02/19/2004 (Revocation or Prior and Grant of New Power of Attorney, Assignments, Recordations, Asset Purchase Agreement, and Certificate of Incorporation)

The Applicant requests that the Revocation of Prior and Grant of New Power of Attorney is corrected because the date stamped postcard verifies receipt of all of the documents, by the PTO.

Applicant does not believe that filing this correction will incur additional fees. However, the Commissioner is authorized to charge any fees due to the Glenn Patent Group Deposit Account No. 07-1445, Customer No. 22862.

Respectfully Submitted,


Michael A. Glenn
Reg. No. 30,176

Customer No. 22862



COPY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Porter, et al.

Docket Number: INWO0050

Serial No.: 08/711,065

Group Art Unit: Unknown

Filed: 09/09/1996

Examiner: Unknown

Title: Method and Apparatus for Document Management Utilizing a Messaging System

Revocation of Prior and Grant of New Power of Attorney

As Assignee of record of the entire interest of the above-identified patents, all powers of attorney previously given are hereby revoked and the following attorneys and agents are hereby appointed to prosecute and transact all business in the U.S. Patent and Trademark Office connected therewith.

MICHAEL A. GLENN, Reg. No. 30,176

DONALD M. HENDRICKS, Reg. No. 40,355

IVY Y. MEI, Reg. No. 46,925

CHRISTOPHER PEIL, Reg. No. 45,005

JULIA THOMAS, Reg. No. 52,283

Please send all correspondence for this application as follows:

GLENN PATENT GROUP

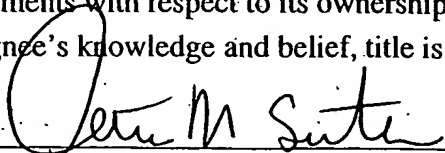
3475 Edison Way, Suite L

Menlo Park, CA 94025

Please direct any calls to 650-474-8400. Customer Number 22,862.

Please change the Attorney Docket No. to INWO0050.

In accordance with 37 CFR 3.73, the assignee hereby certifies that the evidentiary documents with respect to its ownership have been reviewed and that, to the best of assignee's knowledge and belief, title is in the assignee seeking to take this action.



Date:

Name: Anita Smith

2/6/04

Title: VP & General Counsel



COPY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Brimhall, et al.

Docket Number: INWO0050C

Serial No.: 09/201,328

Group Art Unit: Unknown

Date Filed: 11/30/1998

Examiner: Unknown

Title: Method and Apparatus for Document Management Utilizing a Messaging System

Revocation of Prior and Grant of New Power of Attorney

As Assignee of record of the entire interest of the above-identified patents, all powers of attorney previously given are hereby revoked and the following attorneys and agents are hereby appointed to prosecute and transact all business in the U.S. Patent and Trademark Office connected therewith.

MICHAEL A. GLENN, Reg. No. 30,176
DONALD M. HENDRICKS, Reg. No. 40,355
IVY Y. MEI, Reg. No. 46,925
CHRISTOPHER PEIL, Reg. No. 45,005
JULIA THOMAS, Reg. No. 52,283

Please send all correspondence for this application as follows:

GLENN PATENT GROUP
3475 Edison Way, Suite L
Menlo Park, CA 94025

Please direct any calls to 650-474-8400. Customer Number 22,862.

Please change the Attorney Docket No. to INWO0050C.

In accordance with 37 CFR 3.73, the assignee hereby certifies that the evidentiary documents with respect to its ownership have been reviewed and that, to the best of assignee's knowledge and belief, title is in the assignee seeking to take this action.

Date: _____ Name: Anita Smith
Title: VP & General

2/6/04

COPY



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Panjwani, et al.

Docket No.: INWO0051

Serial No.: 09/312,926

Group Art Unit: 2645

Filed: 05/17/1999

Examiner: Sing, Simon

Title: Method and Apparatus for a User Controlled Voicemail Management System

Revocation of Prior and Grant of New Power of Attorney

As Assignee of record of the entire interest of the above-identified patents, all powers of attorney previously given are hereby revoked and the following attorneys and agents are hereby appointed to prosecute and transact all business in the U.S. Patent and Trademark Office connected therewith.

MICHAEL A. GLENN, Reg. No. 30,176

DONALD M. HENDRICKS, Reg. No. 40,355

IVY Y. MEI, Reg. No. 46,925

CHRISTOPHER PEIL, Reg. No. 45,005

JULIA THOMAS, Reg. No. 52,283

Please send all correspondence for this application as follows:

GLENN PATENT GROUP

3475 Edison Way, Suite L

Menlo Park, CA 94025

Please direct any calls to 650-474-8400. Customer Number 22,862.

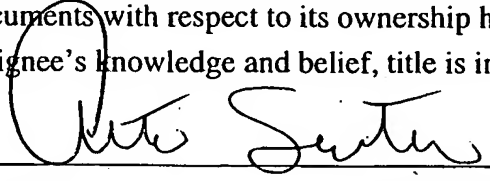
Please change the Attorney Docket No. to INWO0051.

In accordance with 37 CFR 3.73, the assignee hereby certifies that the evidentiary documents with respect to its ownership have been reviewed and that, to the best of assignee's knowledge and belief, title is in the assignee seeking to take this action.

Date

Name: Anita Smith

Title: VP & General Counsel

 2/10/04

COPY



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Mohammadi, et al.

Docket No. INWO0052

Serial No.: 10/232,572

Group Art Unit: Unassigned

Filed: 08/30/2002

Examiner: Unassigned

Title: Method and Apparatus for Collaborative Business Platform

Revocation of Prior and Grant of New Power of Attorney

As Assignee of record of the entire interest of the above-identified patents, all powers of attorney previously given are hereby revoked and the following attorneys and agents are hereby appointed to prosecute and transact all business in the U.S. Patent and Trademark Office connected therewith.

MICHAEL A. GLENN, Reg. No. 30,176

DONALD M. HENDRICKS, Reg. No. 40,355

IVY Y. MEI, Reg. No. 46,925

CHRISTOPHER PEIL, Reg. No. 45,005

JULIA THOMAS, Reg. No. 52,283

Please send all correspondence for this application as follows:

GLENN PATENT GROUP

3475 Edison Way, Suite L

Menlo Park, CA 94025

Please direct any calls to 650-474-8400. Customer Number 22,862.

Please change the Attorney Docket No. to INWO0052

In accordance with 37 CFR 3.73, the assignee hereby certifies that the evidentiary documents with respect to its ownership have been reviewed and that, to the best of assignee's knowledge and belief, title is in the assignee seeking to take this action.

Date:

Name: Anita Smith

Title: VP & General Counsel

2/6/04

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of: Lipman, et al.

Docket No. INWO0053

Serial No.: 10/716,944

Group Art Unit: Unassigned

Filed: 11/18/2003

Examiner: Unassigned

Title: Method and Apparatus for Matter-Centric Document Management

Revocation of Prior and Grant of New Power of Attorney

As Assignee of record of the entire interest of the above-identified patents, all powers of attorney previously given are hereby revoked and the following attorneys and agents are hereby appointed to prosecute and transact all business in the U.S. Patent and Trademark Office connected therewith.

MICHAEL A. GLENN, Reg. No. 30,176
DONALD M. HENDRICKS, Reg. No. 40,355
IVY Y. MEI, Reg. No. 46,925
CHRISTOPHER PEIL, Reg. No. 45,005
JULIA THOMAS, Reg. No. 52,283

Please send all correspondence for this application as follows:

GLENN PATENT GROUP
3475 Edison Way, Suite L
Menlo Park, CA 94025

Please direct any calls to 650-474-8400. Customer Number 22,862.

Please change the Attorney Docket No. to INWO0053.

In accordance with 37 CFR 3.73, the assignee hereby certifies that the evidentiary documents with respect to its ownership have been reviewed and that, to the best of assignee's knowledge and belief, title is in the assignee seeking to take this action.

Date:

Name: Anita Smith

Title: VP & General Counsel

2/6/04

COPY



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Roller, et al.
Serial No.: 09/874,817
Filed: 06/05/2001
Title: Datamart

Docket No: INWO0054
Group Art Unit: Unassigned
Examiner: Unassigned

Revocation of Prior and Grant of New Power of Attorney

As Assignee of record of the entire interest of the above-identified patents, all powers of attorney previously given are hereby revoked and the following attorneys and agents are hereby appointed to prosecute and transact all business in the U.S. Patent and Trademark Office connected therewith.

MICHAEL A. GLENN, Reg. No. 30,176
DONALD M. HENDRICKS, Reg. No. 40,355
IVY Y. MEI, Reg. No. 46,925
CHRISTOPHER PEIL, Reg. No. 45,005
JULIA THOMAS, Reg. No. 52,283

Please send all correspondence for this application as follows:

GLENN PATENT GROUP
3475 Edison Way, Suite L
Menlo Park, CA 94025

Please direct any calls to 650-474-8400. Customer Number 22,862.

Please change the Attorney Docket No. to INWO0054.

In accordance with 37 CFR 3.73, the assignee hereby certifies that the evidentiary documents with respect to its ownership have been reviewed and that, to the best of assignee's knowledge and belief, title is in the assignee seeking to take this action.

Date:

Name: Anita Smith

Title: VP & General Counsel

2/6/04

COPY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor Application of: Porter et al.

Serial No. : 09/201,328

Filed: November 30, 1998

Title: Method and Apparatus for Document management Utilizing a Messaging System

Docket No.: INWO0050C

Art Unit: 2131

Examiner: Ly Hua

February 19, 2004

REQUEST FOR A CORRECTED ASSIGNMENT

Assistant Commissioner for Patents
Mail Stop Assignment Division
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

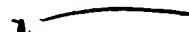
Applicant, by his attorney, requests correction of the Recorded Assignment for the above-referenced patent application. There are several errors that require correction.

- 1) Please correct the Serial Number to 09/201,328 and not 09/201,238 as shown on the Notice of Recordation of Assignment Documents recorded June 2, 2003.
- 2) Please correct the Notice of Recordation of Assignment Documents recorded June 2, 2003 from the inventors to FrontOffice Technologies, Inc. to show the first inventor, Geoffrey LeRoy Brimhall's document date as 10/02/1998.
- 3) Please correct the Notice of Recordation of Assignment Document recorded June 2, 2003 from NetRight Technologies, Inc. to iManage, Inc. to show the address of iManage, Inc. as the 5th Floor.

A red-lined copy of the Notice of Recordation of Assignments, the corrected Assignment Recordation Cover Sheets, a photocopy of the executed Assignment, Asset Purchasing Agreement and Name Change Document accompany this request.

Applicant authorizes the Commissioner to charge the Recordation fees of \$120.00 as well as any other charges or over-payments to deposit account number 07-1445. Please process accordingly and send us the corrected recorded assignment.

Respectfully submitted,


Michael A. Glenn
Reg. No. 30,176

Customer No. 22862



COPY

Form PTO-1595
(Rev. 10/02)

RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Geoffrey LeRoy Brimhall; William
Montgomery Crane; Liam Patrick
O'Gorman

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 10/02/1998; 10/07/1998; 12/04/1998

2. Name and address of receiving party(ies)

Name: FrontOffice Technologies, Inc.

Internal Address: _____

Street Address: 1400 Fashion Island Blvd., Suite 450

City: San Mateo State: CA Zip: 94404

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09/201,328

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael A. Glenn

Internal Address: Glenn Patent Group

Street Address: 3475 Edison Way, Ste. L

City: Menlo Park State: CA Zip: 94025

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

07-1445

DO NOT USE THIS SPACE

9. Signature.

Michael A. Glenn, Reg. No. 30,176

Name of Person Signing

Signature

2/19/2004

Date

Total number of pages including cover sheet, attachments, and documents: 1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231



UNITED STATES
PATENT AND
TRADEMARK OFFICE



02/102 P001c
Manage **COPY**
JHS

NOVEMBER 12, 2003

Chief Financial Officer and Chief Administrative Officer
Washington, DC 20231
www.uspto.gov

PTAS
BLAKELY, SOKOLOFF, TAYLOR & ZAFRA
JUDITH A. SZEPESEI, ESQ.
12400 WILSHIRE BOLUEVARD, 7TH FLOOR
LOS ANGELES, CA 90025

ENTERED

NOV 19 2003

STATUS DB-LA



102463561A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/02/2003

REEL/FRAME: 014121/0173
NUMBER OF PAGES: 8

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

BRIMHALL, GEOFFREY LEROY

DOC DATE: 10/02/1999

1998

ASSIGNOR:

CRANE, WILLIAM MONTGOMERY

DOC DATE: 10/07/1998

ASSIGNOR:

O'GORMAN, LIAM PATRICK

DOC DATE: 12/04/1998

ASSIGNEE:

FRONTOFFICE TECHNOLOGIES, INC.
1400 FASHION ISLAND BLVD.
SUITE 450
SAN MATEO, CALIFORNIA 94404

SERIAL NUMBER: 09/201,328
PATENT NUMBER: 6209704

FILING DATE: 11/30/1998
ISSUE DATE: 04/03/2001

COPY

014121/0173 PAGE 2

JEFFREY OLSEN, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



06-04-2003

COPY

102463561

Attorney Docket No.: 002782.P001C

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Geoffrey Leroy Brimball; William Montgomery Crane; Liam Patrick O'Gorman

6-2-03

Additional name(s) of conveying party(ies) attached?

☒ No ☐ Yes

2. Name and address of receiving party(ies):

Name: FrontOffice Technologies, Inc.

Internal Address:

Street Address: 1400 Fashion Island Blvd.Suite 450City: San Mateo State/Province: CA Zip: 94404Country: U.S.A.Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of Conveyance

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other:

1998

Execution Date(s): 10/02/1999; 10/07/1998; 12/04/1998.

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 09/201,238 09/201,328

B. Patent No.(s)

[which is a Continuation of 08/711,065 now Patent 5,845,067]

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Judith A. Szepesi, Esq.

Name: Blakely, Sokoloff, Taylor & Zafman LLP

Internal Address:

Street Address: 12400 Wilshire Boulevard, 7th FloorLos Angeles, California 90025

6. Total number of applications and patents involved

7. Total Fee (37 CFR 3.41).....\$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit Account Number:

02-2666

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Judith A. Szepesi, Reg. No. 39,393

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 8

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services

Director of the United States Patent and Trademark Office

P.O. Box 1450

Alexandria, Virginia 22313-1450

Based on Form PTO-1595 as modified by BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP on 05/09/03

06/03/2003 LMEJELLER 00000063 09201238

01 FC:8021

40.00 DP

COPY

Attorney's Docket
No.: 002782.P001

ASSIGNMENT
(For Execution After Filing Patent Application)

PATENT

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I
the undersigned, Geoffrey Leroy Brimhall

hereby sell, assign, and transfer to FrontOffice Technologies, Inc.
a corporation of California, having a principal place of business at
1400 Fashion Island Boulevard, Suite 450, San Mateo, CA 94404, ("Assignee"),
and its successors, assigns, and legal representatives, the entire right, title, and interest for the
United States and all foreign countries, in and to any and all improvements that are disclosed in
the application for the United States patent that was filed September 9, 1996 and assigned
Application No. 08/711,065 and is entitled

A METHOD AND APPARATUS FOR DOCUMENT MANAGEMENT UTILIZING A
MESSAGING SYSTEM

and in and to said application and all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

COPY

Date: October 2, 1998

Geoffrey Leroy Brimhall
Name: Geoffrey Leroy Brimhall

Date: _____, 19__

Name: _____

Date: _____, 19__

Name: _____

Date: _____, 19__

Name: _____

Date: _____, 19__

Name: _____

Date: _____, 19__

Name: _____

State of: California

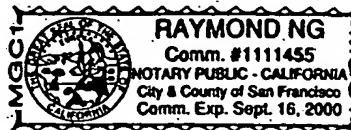
County of: San Francisco

Assignment Document Return Address:
SS. BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
12400 Wilshire Blvd., Seventh Floor
Los Angeles, California 90025-1026
(408) 720-8598

On this 2nd day of October 1998, before me, Raymond Ng,
the undersigned Notary Public, personally appeared Geoffrey Leroy Brimhall

☐ personally known to me ☒ proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) is subscribed to the within instrument, and
acknowledged that Geoffrey Leroy Brimhall executed it.
WITNESS my hand and official seal.

Raymond Ng
Notary's Signature



Attorney's Docket
No.: 002782.P001

ASSIGNMENT
(For Execution After Filing Patent Application)

PATENT

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I
the undersigned, William Montgomery Crane

hereby sell, assign, and transfer to FrontOffice Technologies, Inc.
a corporation of California, having a principal place of business at
1400 Fashion Island Boulevard, Suite 450, San Mateo, CA 94404, ("Assignee"),
and its successors, assigns, and legal representatives, the entire right, title, and interest for the
United States and all foreign countries, in and to any and all improvements that are disclosed in
the application for the United States patent that was filed September 9, 1996 and assigned
Application No. 08/711,065 and is entitled

A METHOD AND APPARATUS FOR DOCUMENT MANAGEMENT UTILIZING A
MESSAGING SYSTEM

and in and to said application and all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: October 7, 1998 William Montgomery Crane
 Name: William Montgomery Crane

Date: _____, 19____
 Name: _____

Date: _____, 19____
 Name: _____

Date: _____, 19____
 Name: _____

Date: _____, 19____
 Name: _____

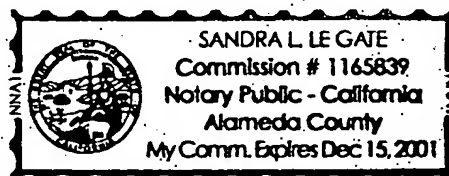
Date: _____, 19____
 Name: _____

State of: California }
 County of: Alameda } SS. Assignment Document Return Address:
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
12400 Wilshire Blvd., Seventh Floor
Los Angeles, California 90025-1026
(408) 720-8598

On this 7th day of October, 1998, before me, Sandra L. LeGate,
 the undersigned Notary Public, personally appeared William Montgomery Crane

☐ personally known to me ☒ proved to me on the basis of satisfactory evidence to
 be the person(s) whose name(s) is subscribed to the within instrument, and
 acknowledged that William Montgomery Crane executed it.
 WITNESS my hand and official seal.

Sandra L. LeGate
 Notary's Signature



Attorney's Docket
No.: 002782.P001

ASSIGNMENT
(For Execution After Filing Patent Application)

PATENT

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I

the undersigned, Liam Patrick O'Gorman

hereby sell, assign, and transfer to FrontOffice Technologies, Inc.

a corporation of California, having a principal place of business at 1400 Fashion Island Boulevard, Suite 450, San Mateo, CA 94404, ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements that are disclosed in the application for the United States patent that was filed September 9, 1996 and assigned Application No. 08/711,065 and is entitled

A METHOD AND APPARATUS FOR DOCUMENT MANAGEMENT UTILIZING A
MESSAGING SYSTEM

and in and to said application and all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

COPY

Date: 12/4/98, 19____ Name: Liam Patrick O'Gorman

Date: _____, 19____ Name: _____

Date: _____, 19____ Name: _____

Date: _____, 19____ Name: _____

Date: _____, 19____ Name: _____

Date: _____, 19____ Name: _____

State of: _____ }
County of: _____ } SS. Assignment Document Return Address:
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
12400 Wilshire Blvd., Seventh Floor
Los Angeles, California 90025-1026
(408) 720-8598

On this _____ day of _____ 1998, before me, Liam Patrick O'Gorman,
the undersigned Notary Public, personally appeared Liam Patrick O'Gorman

☐ personally known to me ☐ proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) is subscribed to the within instrument, and
acknowledged that Liam Patrick O'Gorman executed it.
WITNESS my hand and official seal.

Notary's Signature *see attachment
for notarization*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

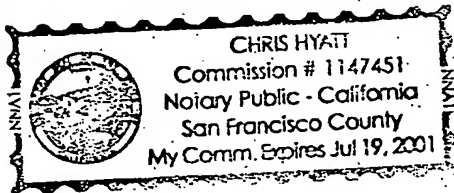
State of California

County of San Francisco

On December 9, 1998 before me, Chris Hyatt, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Liam Patrick O'Horman
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Assignment
TITLE OR TYPE OF DOCUMENT

2
NUMBER OF PAGES

12/4/98
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

COPY


 Form PTO-1595
(Rev. 10/02)

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 U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

PATENTS ONLY

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇐ ⇐ ⇐ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

FrontOffice Technologies, Inc.

2. Name and address of receiving party(ies)

Name: NetRight Technologies, Inc.

Internal Address:

 Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other Asset Purchase Agreement

07/16/1998

Execution Date:

Street Address: 470 Mercury Drive

City: Sunnyvale State: CA Zip: 94086

 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 09/201,328

B. Patent No.(s)

 Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael A. Glenn

Internal Address: Glenn Patent Group

Street Address: 3475 Edison Way, Ste. L

City: Menlo Park State: CA Zip: 94025

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

07-1445

DO NOT USE THIS SPACE

9. Signature.

Michael A. Glenn, Reg. No. 30,176

Name of Person Signing

Signature

2/19/2004

Date

Total number of pages including cover sheet, attachments, and documents: 1

 Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231



UNITED STATES
PATENT AND
TRADEMARK OFFICE

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NOVEMBER 12, 2003

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
LOS ANGELES

Chief Financial Officer and Chief Administrative Officer
Washington, DC 20231
www.uspto.gov

PTAS
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
JUDITH A. SZEPESEI, ESQ.
12400 WILSHIRE BLVD.
7TH FLOOR
LOS ANGELES, CA 90025



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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/02/2003

REEL/FRAME: 014121/0149
NUMBER OF PAGES: 13

BRIEF: ASSET PURCHASE AGREEMENT

ASSIGNOR:
FRONTOFFICE TECHNOLOGIES, INC.

DOC DATE: 07/16/1998

ASSIGNEE:
NETRIGHT TECHNOLOGIES, INC.
470 MERCURY DRIVE
SUNNYVALE, CALIFORNIA 94086

SERIAL NUMBER: ~~09201230~~
PATENT NUMBER: 6209704

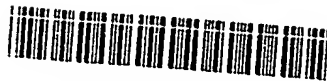
FILING DATE: 11/30/1998
ISSUE DATE: 04/03/2001

PAULA MCCRAY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



06-04-2003

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102463560

heet

Attorney Docket No.: 002782.P001C

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

FrontOffice Technologies, Inc.

Additional name(s) of conveying party(ies) attached?

☒ No ☐ Yes

3. Nature of Conveyance

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other: Asset Purchase Agreement

Execution Date(s): July 16, 1998

2. Name and address of receiving party(ies):

Name: NetRight Technologies, Inc.

Internal Address:

Street Address: 470 Mercury Drive

City: Sunnyvale State/Province: CA Zip: 94086

Country: U.S.A.

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 09/201,238 09/201,328

B. Patent No.(s)

[which is a Continuation of 08/711,065 now Patent 5,845,067]

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Judith A. Szepesi, Esq.

Name: Blakely, Sokoloff, Taylor & Zafman LLP

Internal Address:

Street Address: 12400 Wilshire Boulevard, 7th Floor
Los Angeles, California 90025

6. Total number of applications and patents involved

7. Total Fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit Account Number:

02-2666

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Judith A. Szepesi, Reg. No. 39,393

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 13

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services

Director of the United States Patent and Trademark Office

P.O. Box 1450

Alexandria, Virginia 22313-1450

Based on Form PTO-1595 as modified by BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP on 05/09/03

06/03/2003 LUJELLER 00000062 09201238

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the Agreement) is made as of this 16th day of July, 1998 (Effective Date) by and between Front Office Technologies, Inc., a California corporation with principal place of business at 379 Diablo Road, Suite 206, Danville, California 94526 (Front Office) and NetRight Technologies, Inc., with principal place of business at 470 Mercury Drive, Sunnyvale, California 94086 (NetRight).

RECITALS

A. Front Office owns certain software and other tangible and intangible assets related to Front Offices software interface products.

B. Front Office is willing to sell, and NetRight is willing to purchase, such assets.

NOW THEREFORE, in consideration of the mutual promises and covenants of this Agreement and certain other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. As used in this Agreement, and in any documents delivered pursuant to this Agreement, the following definitions shall apply.

(a) Confidential Information means the technical information, know-how, technology, formulae, system designs, prototypes, ideas, inventions, improvements, layouts, software, concepts, techniques, discoveries, data, files, supplier and customer identities and lists, accounting records, forecasts, project management plans, marketing plans and business plans to which NetRight or any licensor or supplier, has proprietary rights and any of the foregoing which are related to the Purchased Assets, and all copies and tangible embodiments thereof (in whatever form or medium) conspicuously indicated as proprietary information, confidential information or a substantially similar legend that are not generally known by the public; provided, however, that any of the foregoing shall not be considered Confidential Information if Front Office can show that it: (i) has become publicly known through no wrongful act or breach of any obligation of confidentiality on the part of Front Office or any other third party; (ii) was rightfully received by Front Office from a third party not in violation of any contractual, legal or fiduciary obligation by such third party; (iii) was approved for release by written authorization by NetRight; or (iv) was disclosed by court order or other legal authority, provided that NetRight is given an opportunity to oppose such disclosure and if disclosed, such information is only used for the specified legal purposes.

(b) Customer Lists mean all lists, compilations, collections, data (including phone numbers, facsimile numbers and addresses) and other related information of past, current and prospective customers of Front Office and customer leads, in any and all formats, wherever located.

(c) Documentation means the user guides and instruction manuals regarding the use and functionality of software, tools or applications, whether in printed or electronic format.

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(d) Equipment means the tangible personal property identified on Exhibit A.

(e) Intellectual Property shall mean any of the following owned by a party or in which a party has rights and can provide to third parties: patents, patent applications, patent disclosures and inventions (whether or not patented or patentable and whether or not reduced to practice), including any continuations, divisions, continuations-in-part, reissues or extensions of any patents and patent applications; copyrights and copyrightable works, including, but not limited to, computer software programs, and registrations and applications for registration thereof; mask works and registrations and applications for registration therefor; trademarks, service marks, trade names, logos and all registrations and applications for registration thereof; trade secrets and know-how; the Confidential Information; and all copies and tangible embodiments thereof (in whatever form or medium).

(f) Object Code means that form of machine-readable computer software which is directly executable and which, typically, is created by assembling or compiling the Source Code of computer software.

(g) Purchased Assets means the Software, Customer Lists and subject to Section 6(a) (Equipment Leases), the Equipment.

(h) Software means the Windows 95/NT shell client and the software product known as MS Outlook (including the Matchmaker product) and any software program or code with functionality similar to the foregoing, all Visual C++ code necessary and related to compiling the Object Code of any of the foregoing, including all Intellectual Property Rights therein and Object Code, Source Code and Documentation thereof, as more particularly described in Exhibit A.

(i) Source Code means that form of human or machine-readable computer software which is typically read and written by programmers (including the necessary build scripts and/or make files) which is converted by assembly or compilation into Object Code prior to execution by a computer.

2. Asset Purchase.

(a) Purchase and Sale. At the Closing (as defined below), Front Office shall sell, convey, transfer, assign and deliver to NetRight, and NetRight shall acquire and purchase from Front Office, all right, title and interest in, to and under the Purchased Assets (on an "as is, where is" basis), together with the goodwill of Front Office related thereto.

(b) Consideration; Allocation and Taxes. At the Closing, NetRight shall deliver an executed promissory note in the principal amount of \$150,000 in the form attached hereto as Exhibit B (the Note). Each party agrees to report this transaction for federal and state tax purposes in accordance with the allocations proposed in writing by NetRight or NetRights accountants. NetRight shall pay all sales or other similar taxes arising out of the sale and transfer of the Purchased Assets.

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(c) No Assumption of Liabilities. Upon the Closing, NetRight will assume no liabilities or obligations of Front Office whatsoever. For example, without limitation, NetRight shall have no liability whatsoever for any outstanding, unpaid or delinquent obligations of any type which Front Office or any other third party may have related to or arising out of the development of the Purchased Assets by or on behalf of Front Office or the license or other distribution of the Software.

(d) Closing and Closing Date. The Closing of the transaction hereunder (the Closing) shall take place at the offices of Gray Cary Ware & Freidenrich LLP at 10:00 a.m. on July 27, 1998 (the Closing Date), or at such other place and time and Front Office and NetRight may agree in writing. Notwithstanding the foregoing, the parties agree to seek to have the Closing occur as soon as commercially practicable.

(e) Closing Deliveries. At the Closing, (x) Front Office will deliver (i) a bill of sale in the form attached as Exhibit C conveying, in the aggregate, ownership of all of the Purchased Assets to Front Office; (ii) such additional duly executed documents of assignment or transfer of title as may be necessary to transfer and assign to NetRight the Purchased Assets and to permit NetRight to register ownership of any of the Purchased Assets in its own name; and (iii) all Purchased Assets, in any and all forms, shall be delivered to NetRight in a form mutually agreeable to NetRight and Front Office, and (y) NetRight will deliver the executed Note to Front Office.

(f) Assignment Procedures.

(i) Effecting Assignment. NetRight and Front Office agree to enter into assignment agreements to record the assignment of the copyrights, trademarks, patents and patent applications to be assigned to NetRight under this Agreement with the United States Patent and Trademark and Copyright Offices and equivalent offices and agencies in other countries or political subdivisions thereof. On a "best efforts" basis, Front Office shall file all such assignment agreements so that all assignments will be completed as soon as practicably possible. The cost of effecting such assignments shall be paid by NetRight.

(ii) Further Assistance. At NetRight's expense, Front Office agrees to perform all acts deemed necessary or desirable by NetRight to permit and assist NetRight in perfecting and enforcing its rights to the Purchased Assets acquired under this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement, including litigation, of applicable patents and copyrights or other legal proceedings.

3. Confidentiality. For a period of five (5) years after receipt of any Confidential Information, Front Office shall keep and maintain the Confidential Information in strictest confidence and, except as otherwise expressly provided herein, Front Office shall not use the Confidential Information and shall not provide or otherwise make available, whether directly or indirectly, any of the Confidential Information to any person other than as required by any applicable law. Front Office shall take all reasonable actions (by instruction, agreement or otherwise) necessary to maintain the confidentiality of the Confidential Information.

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4. Warranties.

(a) Representations and Warranties of Front Office. Front Office represents and warrants the following:

(i) Ownership. Front Office is the sole and exclusive owner of all right, title and interest in and to the Purchased Assets.

(ii) Encumbrances. To the best of Front Office's knowledge, the Purchased Assets are free and clear of all undisclosed encumbrances, including, without limitation, security interests, licenses, liens, charges or other restrictions that are inconsistent with the rights granted to NetRight under this Agreement. The execution and delivery of this Agreement will be effective upon the Closing, transfer to and vest in NetRight good, valid and marketable title to the Purchased Assets.

(iii) Trade Secret. To the best of Front Office's knowledge, Front Office has maintained the Purchased Assets in confidence, has afforded them all of the intellectual property protections as are customary and ordinary in the usual conduct of its business with respect to other similar intellectual property which is proprietary to Front Office (but in no event has protected the Purchased Assets with less than reasonable care) and has not granted any third party licenses to the Purchased Assets which have not previously been disclosed to NetRight.

(iv) Non-Infringement. To the best of Front Office's knowledge, NetRight's exercise of the rights and licenses obtained under this Agreement does not and will not violate any third party rights to Intellectual Property.

(v) Authority. Front Office has all necessary corporate power and authority to execute, deliver and perform its obligations under this Agreement, and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Front Office, and the consummation by Front Office of the transactions contemplated hereby, have been duly authorized prior to the execution of this Agreement by all requisite corporate action on the part of Front Office, and this Agreement constitutes a valid and binding obligation of Front Office enforceable against Front Office in accordance with its terms. No consent, approval or authorization of or designation, declaration or filing with any third party or governmental authority on the part of Front Office is required in connection with the valid execution, delivery and performance by Front Office of this Agreement, and the consummation by Front Office of the transactions contemplated hereby.

(vi) Organization and Good Standing. Front Office is a corporation duly organized, validly existing and in good standing under the laws of the State of California, and has the requisite corporate power to own and operate its properties and assets, and to carry on its business as presently conducted. Nothing contained in any of the charter documents of Front Office prevents the consummation of the transactions contemplated by this Agreement.

(vii) No Liabilities. There are no liabilities with respect to the Purchased Assets except as already disclosed to NetRight.

(viii) Business Authorizations. To the best of Front Offices knowledge, Front Office is in compliance, in all material respects, with all laws and governmental regulations applicable to Front Offices business and operations as they relate to the Purchased Assets.

(b) Disclaimer. FRONT OFFICE DOES NOT MAKE ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO ANY OF THE PURCHASED ASSETS, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND THE PURCHASED ASSETS ARE SOLD TO NETRIGHT ON AN AS-IS AND WHEREAS BASIS.

5. Conditions to Closing.

(a) Conditions Precedent to NetRights Performance. NetRights obligations hereunder are subject to the satisfaction, at or before the Closing, of all of the following conditions, any or all of which may be waived by NetRight in writing:

(i) Accuracy of Representations and Warranties. All representations and warranties of Front Office in Section 4 (Warranties) shall be, in all material respects and to the best knowledge of Front Office, true and accurate as of the Closing Date as though made at that time.

(ii) Performance of Obligations. Front Office shall have performed, satisfied and complied with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by Front Office on or before the Closing Date.

(iii) Approval. The execution and delivery of this Agreement by Front Office and the performance of Front Offices covenants and obligations under this Agreement shall have been duly authorized by all necessary and required corporate and shareholder action.

(iv) No Adverse Change. There shall not have occurred any event and NetRight shall not have discovered any fact or circumstance which may reasonably be expected to have a material adverse effect on the Purchased Assets.

(v) No Litigation of Injunctions. No litigation or proceeding will be threatened or pending against Front Office (i) for the purpose or with the probable effect of enjoining or preventing the consummation of any of the transactions contemplated by this Agreement or (ii) which would have a material adverse effect on the Purchased Assets.

(vi) Approval. All consents, approvals, waivers and releases necessary to permit Front Office to effect the transactions contemplated by this Agreement shall have been obtained and shall be reasonably satisfactory in form and substance to NetRight and their counsel.

(b) Conditions Precedent to Front Offices Performance. Front Offices obligations hereunder are subject to the satisfaction, at or before the Closing, of all of the following conditions, any or all of which may be waived by Front Office in writing:

(i) Performance of Obligations. NetRight shall have performed, satisfied and complied with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by NetRight on or before the Closing Date.

(ii) Approval. The execution and delivery of this Agreement by NetRight and the performance of NetRights covenants and obligations under this Agreement shall have been duly authorized by all necessary and required corporate and shareholder action.

(iii) No Litigation of Injunctions. No litigation or proceeding will be threatened or pending against NetRight for the purpose or with the probable effect of enjoining or preventing the consummation of any of the transactions contemplated by this Agreement.

6. Covenants.

(a) Equipment Leases. Provided that the Closing has occurred, to the extent that the Equipment is not owned by Front Office and is subject to third party leases, Front Office agrees that NetRight may negotiate directly with such third party lessors to assume such leases in preference and in priority to any other third party. Upon NetRights reasonable request, and at NetRights expense, Front Office shall provide NetRight with all reasonable assistance necessary for NetRight to assume such leases at its sole cost and expense.

(b) Other Negotiations. Between the date hereof and July 27, 1998, Front Office will not (and it will use its best efforts to assure that its officers, directors, employees, agents and affiliates do not on its behalf) take any action to solicit, initiate, seek, encourage or support any inquiry, proposal or offer from, furnish any information to, or participate in any negotiations with, any corporation, partnership, person or other entity or group (other than discussions with NetRight) regarding any acquisition of Front Office, any merger or consolidation with or involving Front Office, or any acquisition of any Purchased Assets. Front Office agrees that any such negotiations in progress as of the date hereof will be terminated or suspended during such period. Front Office will immediately notify NetRight regarding any contact by any third party regarding any offer, proposal or inquiry regarding any such acquisition or financing of Front Office. In no event will Front Office accept or enter into an agreement concerning any such third party transaction. Front Office represents and warrants that it has the legal right to terminate or suspended any such pending negotiations and agrees to indemnify NetRight, its representatives and agents from and against any claim by any party to such negotiations based upon or arising out of the discussion or any consummation of the transactions hereunder.

(c) No Public Announcement; No Disclosure. Under no circumstances will Front Office discuss or disclose the existence or terms of this Agreement with or to any third party other than such legal, accounting and financial advisors of Front Office who have a need to know such information solely for purposes of assisting Front Office in regard to the transactions contemplated hereby.

(d) Due Diligence. NetRight and its counsel and advisors shall have reasonable access during normal business hours to all books, records, assets and contracts of Front Office to complete its diligence investigation for purposes of the transactions contemplated hereby. Key

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personnel shall be made available by Front Office as necessary to assist in this diligence effort. Additionally, Front Office will permit NetRight to contact key customers and suppliers as part of the due diligence process.

(e) Existing Customers. Front Office shall terminate all continuing support and maintenance activity effective as of the Closing. NetRight shall not assume any obligations of Front Office with respect to Front Office's customers, partners, employees or vendors and Front Office shall have sole and exclusive responsibility for any refunds related to or arising out of such termination. All existing and prospective customers of Front Office contacting Front Office in any manner, whether by facsimile, email or telephone, shall be advised to contact NetRight at the following phone numbers, email address and website address, respectively: (408) 523-4005; [email address], <http://www.netright.com>.

7. Consequential Damages Waiver. NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES MAY BE BASED (INCLUDING BUT NOT LIMITED TO CONTRACT, TORT OR STRICT LIABILITY), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL NETRIGHTS DAMAGES UNDER THIS AGREEMENT EXCEED THE SUMS PAYABLE UNDER THE NOTE.

8. Termination. This Agreement shall terminate (i) at any time prior to the Closing upon the mutual written consent of the parties or (ii) automatically, if the Closing has not occurred by July 31, 1998. Section 3 and the representations and warranties of Front Office shall survive any termination of this Agreement.

9. General Provisions.

(a) No Prejudice. No failure or delay on the part of any party to exercise its rights hereunder for any one or more defaults shall be construed to prejudice its rights for such default or for any subsequent default.

(b) Amendments; Waivers. This Agreement, together with the Exhibits attached hereto, may be amended only by agreement in writing of all parties to such document. No waiver of any provision or consent to any exception to the terms of this Agreement shall be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

(c) Attachments; Integration. This Agreement, together with such Exhibits, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

(d) Governing Law. This Agreement and the legal relations between the parties will be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such state and without regard to conflicts of law doctrines. The

parties agree that any action arising out of or related to this Agreement will be brought in the state or federal courts located in Santa Clara County, California.

(e) Counterparts. This Agreement and any amendment hereto or any other agreement or document delivered pursuant hereto may be executed in one or more counterparts and by different parties in separate counterparts. All of such counterparts shall constitute one and the same instrument and shall become effective (unless otherwise provided therein) when one or more counterparts have been signed by each party and delivered to the other party.

(f) Parties In Interest. This Agreement shall be binding upon and shall inure to the benefit of each party, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement is intended to relieve or discharge the obligation of any third person to (or to confer any right of subrogation or action over or against) any party to this Agreement.

(g) Notices. Notices or other communications required to be given pursuant to this Agreement shall be written in English and delivered personally or sent in letter form or by facsimile to the address of the recipient specified at the beginning of this Agreement. The dates on which notices will be deemed to have been effectively given will be determined as follows: (i) notices given by personal delivery, including courier delivery, will be deemed effectively given on the date of personal delivery; (ii) notices given in letter form will be deemed effectively given five (5) business days after the date mailed by registered airmail, postage prepaid; and (iii) notices given by facsimile will be deemed effectively given on the first business day following the date of transmission, as indicated on the document in question.

(h) Remedies; Waiver. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

(i) Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

(j) Expenses. NetRight shall pay its own fees and expenses incurred in connection with the transactions hereunder and all legal fees and costs of Front Office up to a maximum of \$5,000. All Front Office costs and expenses in excess of \$5,000 shall be Front Offices sole responsibility.

COPY

IN WITNESS WHEREOF, each of the parties hereby has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

FRONT OFFICE TECHNOLOGIES, INC.

By: Richard G. Loub

Title: Chief Executive Officer

NETRIGHT TECHNOLOGIES, INC.

By: Mahmood Panjwani, President

COPY

EXHIBIT A

Purchased Assets

1. All code (current and historical), documentation, records, technical information, specifications, test, installation, service and inspection instructions, service and maintenance notes, technical, operating and service and maintenance manuals, hardware reference manuals, documentation, training materials and other data and information related to Windows 95/NT Shell Client including "FOLIB" in any and all formats, tangible or intangible, wherever located.
2. All code (current and historical), documentation, records, technical information, specifications, test, installation, service and inspection instructions, service and maintenance notes, technical, operating and service and maintenance manuals, hardware reference manuals, documentation, training materials and other data and information related to MS Outlook including the "Matchmaker" product that was under development in any and all formats, tangible or intangible, wherever located.
3. "Visual C++ projects" that are needed to build the executable form of code associated with items 1 and 2 above.
4. The record of all modifications that are made for items 1 and 2 above in the source safe.
5. All FrontOffice customer lists and leads lists in any and all formats, wherever located.
6. Equipment as follows: computers on which items 1, 2 and 5 are developed or built.
7. All documentation, records, technical information, specifications and maintenance notes related to "FOLIO" that was under development in any and all formats, tangible or intangible, wherever located.
8. All right title and interest in U.S. Patent application number 08-711065 filed September 9, 1996, titled "Method and apparatus for document management utilizing a messaging system," including any continuations, divisions, continuations-in-part, reissues or extensions of any patents and patent applications; copyrights and copyrightable works, including, but not limited to, computer software programs, and registrations and applications for registration there.

Richard G. Smith
9/25/98

COPY

EXHIBIT B

Promissory Note

Sunnyvale, California
July 27, 1998

\$150,000

FOR VALUE RECEIVED, NetRight Technologies, Inc. (NetRight), hereby promises to pay to the order of Front Office Technologies, Inc. (Front Office) the principal sum of \$150,000 together with interest from the date hereof at the rate of 8% per annum, simple interest, on the unpaid balance of said principal sum, or the maximum rate permissible under law, if lower.

Fifty percent (50%) of the unpaid principal together with all accrued interest thereof shall be due and payable the six (6) month anniversary of the Closing Date under the Asset Purchase Agreement dated as of July 27, 1998 (the Purchase Agreement). The remaining principal and accrued interest thereon shall be due and payable on the one (1) year anniversary of the Closing Date under the Purchase Agreement. Upon payment in full of all principal and interest payable hereunder, this Note shall be surrendered by Front Office to NetRight for cancellation. NetRight may prepay this Note in full or in part at any time without penalty or additional fees.

If action is instituted by Front Office to collect this Note, NetRight shall pay all costs and expenses of collection, including reasonable attorneys fees. The validity, meaning and effect of this Note shall be determined in accordance with the laws of the State of California, without regarding to conflicts of law principals.

IN WITNESS WHEREOF, the Company has caused this Note to be executed as of the date first hereinabove set forth.

NETRIGHT TECHNOLOGIES, INC.

By:


Mahmood Panjwani, President



MANAGE

COPY

May 10, 1999

I, Mark A Culhane, certified that the enclosed Asset Purchase Agreement between NetRight Technologies, Inc. and FrontOffice Technologies, Inc. dated July 16, 1998 is a true copy of the original document.

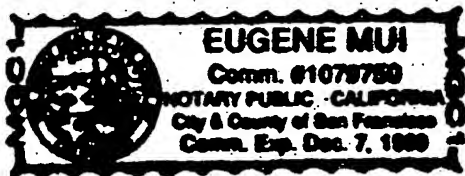
Mark A Culhane

Mark A. Culhane
Chief Financial Officer
iManage, Inc.
(Formerly NetRight Technologies, Inc.)

STATE OF CALIFORNIA }

COUNTY OF SAN FRANCISCO }

SS.



On May 10, 1999, before me, Eugene Mui, a California Notary Public, personally appeared Mark A. Culhane, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Eugene Mui

Notary Signature

Corporate
Headquarters:

iManage, Inc.
2121 South El Camino Real
4th Floor
San Mateo, CA 94403

Tel 650.356.1166
Fax 650.627.8751

Research &
Development Center:

iManage, Inc.
55 East Monroe Street
Suite 1740
Chicago, IL 60603

Tel 312.580.9100
Fax 312.580.9140

www.imanage.com

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Form PTO-1595
(Rev. 10/02)

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
NetRight Technologies, Inc.

2. Name and address of receiving party(ies)
Name: iManage, Inc.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☒ Change of Name
☐ Other _____

Street Address: 950 Tower Lane, 5th Floor

City: Foster City State: CA Zip: 94404

Execution Date: 11/15/1999

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09/201,328

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael A. Glenn

Internal Address: Glenn Patent Group

Street Address: 3475 Edison Way, Ste. L

City: Menlo Park State: CA Zip: 94025

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

07-1445

DO NOT USE THIS SPACE

9. Signature.

Michael A. Glenn, Reg. No. 30,176
Name of Person Signing


Signature

2/19/2004
Date

Total number of pages including cover sheet, attachments, and documents: 1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231



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TRADEMARK OFFICE
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BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
LOS ANGELES

Chief Financial Officer and Chief Administrative Officer
Washington, DC 20231
www.uspto.gov

PTAS
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
JUDITH A. SZEPESEI, ESQ.
12400 WILSHIRE BOULEVARD, 7TH FLOOR
LOS ANGELES, CALIFORNIA 90025



102463559A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/02/2003

REEL/FRAME: 014121/0134
NUMBER OF PAGES: 7

BRIEF: CHANGE OF NAME (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

NETRIGHT TECHNOLOGIES, INC.

DOC DATE: 11/15/1999

ASSIGNEE:

IMANAGE, INC. *5th*
950 TOWER LANE, *4TH* FLOOR
FORSTER CITY, CALIFORNIA 94404

SERIAL NUMBER: *09/201,328*
~~09201238~~
PATENT NUMBER: 6209704

FILING DATE: 11/30/1998
ISSUE DATE: 04/03/2001

SHARON BROOKS, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



06-04-2003

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102463559

Attorney Docket No.: 002782.P001C

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

NetRight Technologies, Inc

6-2-03

Additional name(s) of conveying party(ies) attached?

☒ No ☐ Yes

2. Name and address of receiving party(ies):

Name: iManage, Inc.

Internal Address: _____

5th

Street Address: 950 Tower Lane, 4th FloorCity: Foster City State/Province: CA Zip: 94404Country: U.S.A.Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of Conveyance

☐ Assignment☐ Merger☐ Security Agreement☒ Change of Name☐ Other:

Execution Date(s):

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09/201,238 09/201,328

B. Patent No.(s)

[which is a Continuation of 08/711,065 now Patent 5,845,067]

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Judith A. Szepesi, Esq.Name: Blakely, Sokoloff, Taylor & Zafman LLP

Internal Address: _____

Street Address: 12400 Wilshire Boulevard, 7th Floor
Los Angeles, California 90025

6. Total number of applications and patents involved

12

7. Total Fee (37 CFR 3.41).....\$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit Account Number:

02-2666

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Judith A. Szepesi, Reg. No. 39,393

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to:

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Director of the United States Patent and Trademark Office

P.O. Box 1450

Alexandria, Virginia 22313-1450

Based on Form PTO-1595 as modified by BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP on 05/09/03

06/03/2003 LMUELLER 00000061 09201238

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Delaware

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PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "IMANAGE, INC.", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF NOVEMBER, A.D. 1999, AT 8 O'CLOCK A.M.

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

2676110 8100

AUTHENTICATION: 2000815

020595085

DATE: 09-25-02

COPYSTATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 08:00 AM 11/22/1999
991497170 - 2676110

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

IMANAGE, INC.

(Pursuant to Sections 242 and 245 of General Corporation Law of the State of Delaware)

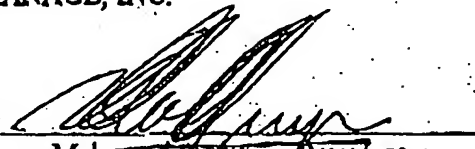
iManage, Inc. a corporation organized and existing under the General Corporation Law of the State of Delaware, which was originally incorporated in Delaware under the name NetRight Technologies—Delaware, Inc. on October 23, 1996 (the "Corporation"), certifies as follows:

1. The Corporation's Amended and Restated Certificate of Incorporation was duly adopted by the Board of Directors and stockholders in accordance with Sections 242 and 245 of the Corporation Law.
2. The Corporation's Certificate of Incorporation is amended and restated to read in full as set forth in Exhibit A attached hereto.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by a duly authorized officer on this 15 day of November 1999.

IMANAGE, INC.

By


Mahmood Panjwani, President

COPY

EXHIBIT AAMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF iMANAGE, INC.FIRST:

The name of the Corporation is iManage, Inc. (hereinafter sometimes referred to as the "Corporation").

SECOND:

The address of the registered office of the Corporation in the State of Delaware is Incorporating Services, Ltd., 15 East North Street, in the City of Dover, County of Kent. The name of the registered agent at that address is Incorporating Services, Ltd.

THIRD:

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

FOURTH:

- A. The total number of shares of all classes of stock which the Corporation shall have authority to issue is One Hundred and Two Million Shares (102,000,000) consisting of:
1. One Hundred Million (100,000,000) shares of Common Stock, par value one-tenth of one cent (\$.001) per share (the "Common Stock"); and
 2. Two Million (2,000,000) shares of Preferred Stock, par value one-tenth of one cent (\$.001) per share (the "Preferred Stock").
- B. The Board of Directors is authorized, subject to any limitations prescribed by law, to provide for the issuance of shares of Preferred Stock in series and, by filing a certificate pursuant to the applicable law of the State of Delaware, to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and any qualifications, limitations or restrictions thereon. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the Common Stock without a vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such holders is required pursuant to the certificate or certificates establishing the series of Preferred Stock.

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FIFTH:

The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

- A. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authority expressly conferred upon them by statute or by this Certificate of Incorporation or the By-laws of the Corporation, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation.
- B. The directors of the Corporation need not be elected by written ballot unless the By-laws so provide.
- C. Effective upon the closing of the Corporation's initial public offering of its common stock, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders of the Corporation and may not be effected by any consent in writing by such stockholders. At all times prior to the closing of the Corporation's initial public offering of its common stock, any action which may be taken at any annual or special meeting of stockholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the actions so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes which would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. All such consents shall be filed with the Secretary of the Corporation and shall be maintained in the corporate records. Prompt notice of the taking of a corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.
- D. Special meetings of stockholders of the Corporation may be called only by either the Board of Directors, the Chairman of the Board of Directors or the President and Chief Executive Officer.

SIXTH:

- A. The number of directors shall initially be four (4) and thereafter shall be fixed from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption). Effective upon the closing of the closing of the Corporation's initial public offering of its common stock, the Board of Directors shall be divided into three classes with the term of office of

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the first class to expire at the first annual meeting of the stockholders following the Effective Date, the term of office of the second class to expire at the second annual meeting of stockholders held following the Effective Date, the term of office of the third class to expire at the third annual meeting of stockholders following the Effective Date, and thereafter for each such term to expire at each third succeeding annual meeting of stockholders after such election. All directors shall hold office until the expiration of the term for which elected, and until their respective successors are elected, except in the case of the death, resignation, or removal of any director.

B. Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation or other cause (including removal from office by a vote of the stockholders) may be filled only by a majority vote of the directors then in office, though less than a quorum, or by the sole remaining director, and directors so chosen shall hold office for a term expiring at the next annual meeting of stockholders at which the term of office of the class to which they have been elected expires, and until their respective successors are elected, except in the case of the death, resignation, or removal of any director.

C. Subject to the rights of the holders of any series of Preferred Stock then outstanding, any directors, or the entire Board of Directors, may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of at least a majority of the voting power of all of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

SEVENTH: The Board of Directors is expressly empowered to adopt, amend or repeal By-laws of the Corporation. The stockholders shall also have power to adopt, amend or repeal the By-laws of the Corporation. Any adoption, amendment or repeal of By-laws of the Corporation by the stockholders shall require, in addition to any vote of the holders of any class or series of stock of the Corporation required by law or by this Certificate of Incorporation, the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

EIGHTH: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involved intentional

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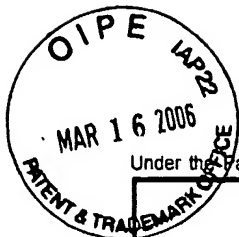
misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit

If the Delaware General Corporation Law is hereafter amended to authorize the further elimination or limitation of the liability of a director, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

Any repeal or modification of the foregoing provisions of this Article EIGHTH by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

NINTH:

The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware and all rights conferred upon stockholders are granted subject to this reservation; provided, however, that, notwithstanding any other provision of this Certificate of Incorporation or any provision of law which might otherwise permit a lesser vote or no vote, but in addition to any vote of the holders of any class or series of the stock of this Corporation required by law or by this Certificate of Incorporation, the affirmative vote of the holders of at least 66-2/3% of the voting power of all of the then outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend or repeal this Article NINTH, Article FIFTH, Article SIXTH, Article SEVENTH or Article EIGHTH.



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3. Copies of POA Documents as filed on 2/19/04; and
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Patent and Trademark Office Acknowledgement

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Patent and Trademark Office (PTO) Acknowledgement

Please acknowledge the receipt of the enclosed documents, listed below, by imprinting the PTO date stamp in the space indicated and returning this postcard to the addressee indicated on the reverse.

Re: Application- Porter ✓ Ser. No. 09/201,328 ✓
Title: Method and Apparatus for Document Management Utilizing... ✓ File No. INWO0050C ✓

Certificate of Express Mailing ✓ Express Mail No. EL 189443654 US ✓

Date Mailed: 2/19/2004 ✓

Enclosed are the following: ✓

1. Certificate of Transmission (1 sheet) ✓
2. Request for Corrected Assignment 09/201,328 (40 pages) ✓
3. Revocation of Prior and Grant of New POA for Serial/Patent Nos.:
 - 09/727,127 (INWO0050) - 1 sheet ✓
 - 09/727,975 (INWO0050C) - 1 sheet ✓
 - 09/244,333 (INWO0051) - 1 sheet ✓
 - 10/256,902 (INWO0052) - 1 sheet ✓
 - 09/815,971 (INWO0053) - 1 sheet ✓
 - 09/815,541 (INWO0054) - 1 sheet ✓

Fee \$ 120.00 ✓

Check No. Charge to deposit account ✓

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COD Fee: ☐ Yes ☒ No

Insurance Fee: ☐ Yes ☒ No

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Delivery Time: 11:00 AM

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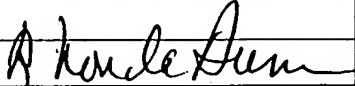
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Date of Deposit: February 19, 2004

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Date of Deposit	2/19/2004	Name of Person Making the Deposit	Rhonda Dunn	Signature of the Person Making the Deposit	
-----------------	-----------	-----------------------------------	-------------	--	---

DATE: FEBRUARY 19, 2004

To: United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Attn: Assignment Division; and Recordation Division

Pages (including coversheet): 47

Attached to this coversheet please find the following documents:

1. Request for Corrected Assignment 09/201,328 (40 pages)
2. Revocation of Prior and Grant of new POA for Serial/Patent Nos.:
 - 08/711,065 (INWO0050) – 1 sheet
 - 09/201,328 (INWO0050C) – 1 sheet
 - 09/312,926 (INWO0051) – 1 sheet
 - 10/232,572 (INWO0052) – 1 sheet
 - 10/716,944 (INWO0053) – 1 sheet
 - 09/874,817 (INWO0054) – 1 sheet
3. Return Postcard

Customer No. 22862